

APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
 From: Valley Paving Inc. (CONTRACTOR)
 Contract: CAP-08-013-07-11
 Project: Road and Drainage Construction of Amberland Subdivision
 OWNER's Contract No. CAP-08-013-07-11 ENGINEER's Project No. 06-168
 For Work accomplished through the date of: 2/12/2009

1. Original Contract Price:	\$ 103,498.63
2. Net change by Change Orders and Written Agreements (+ or -):	\$ (6,555.00)
3. Current Contract Price (1 plus 2):	\$ 96,943.63
4. Total completed and stored to date:	\$ 96,943.63
5. Retainage (per Agreement):	
<u>0%</u> of completed Work:	\$ -
<u>0%</u> of stored material:	\$ -
Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5):	\$ 96,943.63
7. Less previous Application for Payments:	\$ 87,249.27
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 9,694.36

P.O. # 608397

Accompanying Documentation: **9-1311-206-00-000-018-0-000 = \$9,694.36**

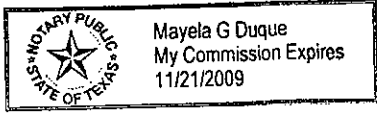
CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3-9-09 Valley Paving Inc.
 CONTRACTOR

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 9
 day of March, 2009

By: [Signature]

Mayela G Duque
 Notary Public
 My Commission expires: 11/21/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-09-09 HIHOJOSA ENGINEERING Inc
 ENGINEER

By: [Signature]

INVOICE RECEIVED BY: [Signature] ON 3/11/09
 GOODS/SERVICES RECEIVED BY: [Signature] ON 3/11/09

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1		RFP 2 & FINAL			
						Monthly Quantity	Quantity to Date	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Item Cost (Monthly)
100	Preparing ROW	13.07	STA	\$ 750.00	\$9,802.50	13.07	13.07	0	13.07	\$0.00	\$0.00
134	Backfill	13.07	STA	\$ 150.00	\$1,960.50	13.07	13.07	0	13.07	\$0.00	\$0.00
247	Flex Base (8")	903.50	CY	\$ 26.00	\$23,491.00	903.5	903.5	0	903.5	\$0.00	\$0.00
251	Reworking Base Material (DC) (TY D CL2)	903.50	CY	\$ 3.25	\$2,936.38	903.5	903.5	0	903.5	\$0.00	\$0.00
262	Lime Tft for BS Crse	3,850.00	SY	\$ 2.50	\$9,625.00	3850	3850	0	3850	\$0.00	\$0.00
282	Lime (TY A Slurry); (TY B or TY C)	19.34	TON	\$ 150.00	\$2,901.00	19.34	19.34	0	19.34	\$0.00	\$0.00
310	Prime Coat (MC-30)	706.00	GAL	\$ 4.00	\$2,824.00	0	0	706	706	\$2,824.00	\$0.00
340	Asphalt Concrete Pavement Type "D"	3,475.00	SY	\$ 6.55	\$22,761.25	0	0	3475	3475	\$22,761.25	\$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	\$ 3,685.00	\$5,527.50	1.5	1.5	0	1.5	\$0.00	\$0.00
506	Construction Exits (TY 2) (Instail)	72.50	SY	\$ 25.00	\$1,812.50	72.5	72.5	0	72.5	\$0.00	\$0.00
506	Construction Exits (TY 2) (Remove)	72.50	SY	\$ 10.00	\$725.00	72.5	72.5	0	72.5	\$0.00	\$0.00
5249	Temp Sediment Control Fence	208.00	LF	\$ 4.50	\$936.00	208	208	0	208	\$0.00	\$0.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	\$ 2.00	\$416.00	0	0	208	208	\$0.00	\$0.00
530	Tunnolis (Asph-Conc-Pav)	72.50	SY	\$ 12.00	\$870.00	72.5	72.5	0	72.5	\$0.00	\$0.00
Drainage											
464	RCP (CL III) (18")	84	LF	\$ 25.00	\$2,100.00	0	0	84	84	\$2,100.00	\$0.00
464	RCP (CL III) (15")	285	LF	\$ 23.00	\$6,555.00	0	0	0	0	\$0.00	\$0.00
467	Safety End Treatment	2	EA	\$ 850.00	\$1,700.00	0	0	2	2	\$1,700.00	\$0.00
530	Driveways (TY PRB-1) (ACP) (1")	55	SY	\$ 12.00	\$660.00	0	0	55	55	\$660.00	\$0.00
530	Driveways (TY PRB-1) (Concrete)	131	SY	\$ 45.00	\$5,895.00	0	0	131	131	\$5,895.00	\$0.00
TOTAL					\$103,498.63					\$60,587.38	\$36,356.25

Totals to Date:

Roadway: \$86,588.63
 Drainage: \$10,355.00
 Total: \$96,943.63

Roadway: \$60,587.38
 Drainage: \$0.00

Roadway: \$26,001.25
 Drainage: \$10,355.00

Prepared and Checked by:

Signature: 
 Printed Name: Ricardo Hinojosa, P.E.

Date: 2.18.09

LIST OF SUPPLIERS
&
FINAL WAIVER OF LIEN
Amberland Subdivision

Valley Caliche Products, Inc.
(Caliche Base Material)
(Hot Mix Asphaltic Concrete)

Chemical Lime Company
(Lime Stabilizer Material)
(This Lien is a copy, as soon as original is received appx. 6 days by mail
It will be forwarded to Auditors office. Attn: Rossana
Please acknowledge this faxed copy so as to not further delay payment.)

El Alamo Concrete
(Concrete)

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with El Alamo Concrete
to furnish Concrete
in connection with certain improvements to real property in located in Mission, Texas, Hidalgo
County, Texas and owned by Hidalgo County Precinct No. 3
Which improvements are described as follows:

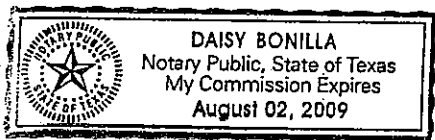
Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Seven Hundred Twelve Dollars and no/cents-----
(\$ 712.00) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the
undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that
the undersigned has or hereafter has on the above mentioned real property on account of any labor
performed or materials furnished or to be furnished or labor performed and materials furnished by the
undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may
have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection
and construction of such improvements on the Property have been fully paid and satisfied and Undersigned
does further guarantee that if for any reason a lien or liens are filed for material or labor against said
Property arising out of any bill for material or labor in connection with the erection or construction of said
Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release
thereof shall be obtained.

El Alamo Concrete
Supplier
By: [Signature] SECRETARY
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of February 2009 to
certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 8-2-2009

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Chemical Lime Company of Texas
to furnish Lime
in connection with certain improvements to real property in located in Mission, Texas, Hidalgo
County, Texas and owned by Hidalgo County Precinct No. 3
Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Two Thousand, Seven Hundred Forty Eight Dollars and 12/100 (\$ 2,748.12) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

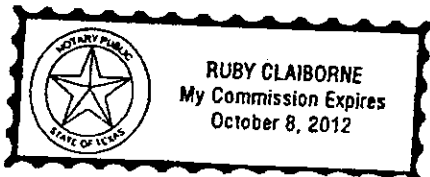
This release only becomes effective when the check, properly endorsed, has cleared the bank

initials AB FJ

Chemical Lime Company of Texas
Supplier

By: Alice Barboza, CCE
TITLE Credit Specialist

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11th day of February, 2009 to certify which witness my hand and seal of office.



Ruby Claiborne
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10-8-12

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche Products, Inc.
to furnish Caliche
in connection with certain improvements to real property in located in Mission, Texas, Hidalgo
County, Texas and owned by Hidalgo County Precinct No. 3
Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Five Thousand, Three Hundred Twenty Seven Dollars and 13/100 (\$ 5,327.13) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

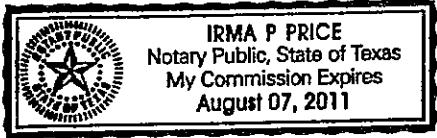
~~Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.~~

Valley Caliche Product, Inc.
Supplier

By: Mark Mathenal
TITLE VICE PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11TH day of FEBRUARY 2009 to certify which witness my hand and seal of office.

Irma P. Price
NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 8-7-11



CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd.
OWNER: Hidalgo County
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

PROJECT NO.
CAP 08-013-05-21-LRM

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR ~~Valley Paving, Inc.~~

By: _____

Title President

Subscribed and sworn to before me this

12th day of February, 2009

Notary Public: _____

Rosalinda Trevino

My Commission Expires: 02-23-11



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-013-05-21-IRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

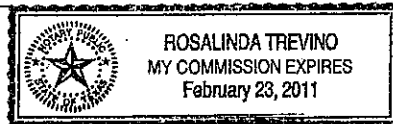
By : 

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: 

My Commission Expires: 02-23-11



Progress Estimate

Project: Hidalgo County Pct. No. 3
Amberland Subdivision

Project No.: CAP-08-013-05-21-LRM Estimate No.3 & Final
for Period from 01/27/09 to 02/12/09

Notice to Proceed Date: 09/01/08
Contract Completion Date: 12/11/08
Approved Time Extensions:
Revised Contract Completion Date: 12/30/08

Contract Date: 07/11/08
Original Contract Amount: \$ 103,498.63
Revised Contract Amount: \$ 96,943.63

TOTAL AMOUNT WORK DONE TO DATE: \$ 96,943.63
Less Amount Due Retained: (-0-)
Less Previous Payments: (87,249.27)
AMOUNT DUE TO CONTRACTOR: \$ 9,694.36

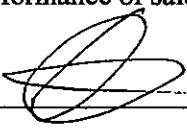
Owner: Hidalgo County Pct. No. 3

Contractor: Valley Paving, Inc.

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and Expandable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 02/12/09 BY:  TITLE: President

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe Construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: _____

OWNER'S ACCEPTANCE:  DATE: 3-09-09

VALLEY PAVING INC.
 321 E. 2 MILE LINE
 MISSION, TX. 78574

PHONE (956) 585-5908
 PHONE (956) 581-1370
 FAX (956) 584-0057

TO: HIDALGO COUNTY PCT 3
 C/O HINOJOSA ENGINEERING, INC.
 MISSION, TX. 78572

PAYMENT
 REQUEST
 #2 & FINAL

2/12/2009

PROJECT: AMBERLAND SUBDIVISION

PAGE 1

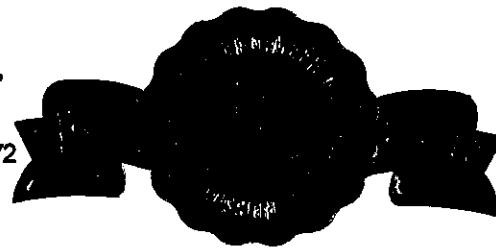
DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	QTY. COMP.	TOTAL AMOUNT
1 PREPARING ROW	13.07	STA	\$ 750.00	\$ 9,802.50	13.07	\$ 9,802.50
2 BACKFILL TYPE A	13.07	STA	\$ 150.00	\$ 1,960.50	13.07	\$ 1,960.50
3 FLEXIBLE BASE TYPE D	903.5	CY	\$ 26.00	\$ 23,491.00	903.5	\$ 23,491.00
4 LIME TREATMENT FOR BASE COURSE	3850	SY	\$ 2.50	\$ 9,625.00	3850	\$ 9,625.00
5 LIME TREATMENT TYPE A SLURRY	19.34	TN	\$ 150.00	\$ 2,901.00	19.34	\$ 2,901.00
6 REWORKING BASE MATERIAL	903.5	CY	\$ 3.25	\$ 2,936.38	903.5	\$ 2,936.38
7 PRIME COAT MC 30	706	GAL	\$ 4.00	\$ 2,824.00	706	\$ 2,824.00
8 ASPHALT CONCRETE PAVEMENT TYPE D	3,475	SY	\$ 6.55	\$ 22,761.25	3475	\$ 22,761.25
9 BARRICADES SIGNS & TRAFFIC HANDELING	1.5	MO	\$ 3,685.00	\$ 5,527.50	1.5	\$ 5,527.50
10 CONSTRUCTION EXITS TYPE 2 INSTALL	72.5	SY	\$ 25.00	\$ 1,812.50	72.5	\$ 1,812.50
11 CONSTRUCTION EXITS TYPE 2 REMOVE	72.5	SY	\$ 10.00	\$ 725.00	72.5	\$ 725.00
12 TURNOUTS(ASPHALTIC CONCRETE PAVEMENT)	72.5	SY	\$ 12.00	\$ 870.00	72.5	\$ 870.00
13 TEMPORARY SEDIMENT CONTROLL FENCE (INSTALL)	208	LF	\$ 4.50	\$ 936.00	208	\$ 936.00
14 TEMPORARY SEDIMENT CONTROLL FENCE (REMOVE)	208	LF	\$ 2.00	\$ 416.00	208	\$ 416.00
15 RCP(CL3 18")	84	LF	\$ 25.00	\$ 2,100.00	84	\$ 2,100.00
16 RCP(CL3 15")	285	LF	\$ 23.00	\$ 6,555.00	0	\$ -
17 SAFETY END TREATMENTS	2	EA	\$ 850.00	\$ 1,700.00	2	\$ 1,700.00
18 DRIVE WAYS (ASPHALT CONCRETE PAVEMENT)	55	SY	\$ 12.00	\$ 660.00	55	\$ 660.00
19 DRIVE WAYS CONCRETE 3000 PSI	131	SY	\$ 45.00	\$ 5,895.00	131	\$ 5,895.00
TOTAL CONTRACT AMOUNT				\$ 103,498.63		
TOTAL AMOUNT COMPLETED TO DATE						\$ 96,943.63



HINOJOSA ENGINEERING, INC.

STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING

108 W. 18TH ST. MISSION, TEXAS 78572



TRANSMITTAL LETTER

PROJECT: AMBERLAND SUBDIVISION.

PROJECT # 06-168

DATE: 3-10-09

TO: BORDER COLONIAS

If enclosures are not as noted, please
Inform us immediadly.

If checked below, please,

- () Acknowledge receipt of enclosure.
- () Return enclosures to us.

ATTN: AGAPITO VARGAS.

WE TRANSMIT:

- HEREWITH () UNDER SEPERATE COVER VIA _____
- () IN ACCORDANCE WITH YOUR REQUEST _____

FOR YOUR:

- APPROVAL () RECORD () INFORMATION
- () REVIEW & COMMENT () DISTRIBUTION TO PARTIES

THE FOLLOWING:

- () DRAWINGS () SHOP DRAWING REPRODUCIBLES () SAMPLES
- () SPECIFICATIONS () SHOP DRAWING PRINTS () PRODUCT LITERATURE
- () CHANGE ORDER OTHER _____

COPIES	DATE	DESCRIPTION
1	3-10-09	ORIGINAL APPLICATION FOR RELEASE OF RETAINAGE.

REMARKS:

COPIES TO: FILE

Generalda